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Provided that if the said Asa B. Jones and Lemanna Jones, his wife,
shall pay at maturity the promissory note given for said indebtedness of Three
Thousanddollars of even date herewith byAsaBJonesand
Lemanna Jones, his wife, mortgagors herein, payable 6 months after
date, made payable to the said Spencer E. Stup
or order, with interest thereon atflyeper cent. per annum, payable semi-annually, and all renewals
of said note with interest thereon and comply with all the covenants in this mortgage, then this mortgage
shall be void, otherwise to be in full force and effect.
And the said mortgagors hereby covenant: Thattheyareseized of the land hereby
conveyed andtheyhave the right to convey said land; thattheywill not suffer or permit any
strip or waste of the mortgaged premises and will keep all buildings and improvements in good repair;
andtheyalso hereby covenant thattheywill pay the aforesaid mortgage debt and inter-
est thereon when the same is due and payable, as herein above set forth and according to the tenor of
said note; and will keep the buildings on the said ground fully insured from loss by fire, pay the insur-
ance premiums and protect in the policy of insurance the mortgagee or assignee, and will pay all taxes
on the real estate hereby conveyed and shouldtheyfail in paying the said taxes and insurance
premiums and said mortgagee or assignee should pay the same, then the amount of the taxes and prem-
iums so paid, with interest thereon, shall be a lien on the mortgaged property, as though included in
the first instance in the mortgage itself.
Provided that if default shall be made by the saidAsa.BJones.and.Lemanna.Jone
hiswife, in the payment of the said promissory note at maturity, or any renewal or renewals
thereof, when due, or of any interest thereon when due, or if default shall be made in the performance of
any of the covenants in this mortgage, then it shall be lawful for the saidSpencerEStup
, AFRICALLY,
Assignee of this mortgage, and they are hereby authorized, empowered and directed to do so, to enter
and possess and sell the said mortgaged premises at theCourt. House. Doorin. Frederick.
City, Frederick
County, Maryland, at public auction for cash, after giving at least three weeks' public notice of the time,
place, manner and terms of sale in some newspaper published in said County at least once a week for
three successive weeks prior to the day of sale, and to apply the proceeds of such sale to the payment of
all expenses attending said sale, including Court costs, the usual chancery commissions, all counsel fees
of the mortgagee or assignee or party making the sale and then to the payment of the said promissory
note, with the interest due thereon, or any renewal thereof with the interest due thereon, so that all
monies owing under this mortgage shall be paid, and to pay the amount of the taxes and insurance prem-
iums paid by the mortgagee or assignee with interest thereon from the time paid, and to pay the surplus
to the said mortgagors, and in case payment should be made after advertisement under said power, then
accrued expenses, counsel fees and only half commissions shall be paid by the said mortgagors.
Witness our hands and seals.
Test: Seat 3 Jones (SEAL)
Auros & Holler Seanna Jones (SEAL)